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PTO/SB/82 (09-03)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**REVOCATION OF POWER OF
ATTORNEY WITH
NEW POWER OF ATTORNEY
AND
CHANGE OF CORRESPONDENCE ADDRESS**

Application Number	09/866,248
Filing Date	05/25/2001
First Named Inventor	Gerald
Art Unit	1646
Examiner Name	Joseph F. Murphy
Attorney Docket Number	57155-AA

I hereby revoke all previous powers of attorney given in the above-identified application.

☐ A Power of Attorney is submitted herewith.

OR

☒ I hereby appoint the practitioners associated with the Customer Number:

45821

☒ Please change the correspondence address for the above-identified application to:

☒ The address associated with
Customer Number:

45821

OR

<input type="checkbox"/> Firm or Individual Name					
Address					
Address					
City		State		Zip	
Country					
Telephone		Fax			

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

SIGNATURE of Applicant or Assignee of Record

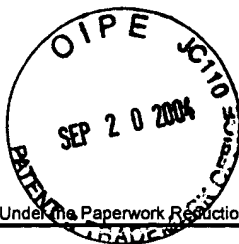
Name	JOHN MEIDAHL, DIVISIONAL DIRECTOR, CORPORATE PATENTS & TRADEMARKS, H. LUNDBECK A/S		
Signature			
Date	9/17/2004	Telephone	+4536433204

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of 1 forms are submitted.

This collection of information is required by 37 CFR 1.36. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



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Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: H. LUNDBECK, A/S

Application No./Patent No.: 09/866,248 Filed/Issue Date: 05/25/2001

Entitled: DNA ENCODING MAMMALIAN NEUROPEPTIDE FF (NPFF) RECEPTORS AND USES THEREOF

H. LUNDBECK, A/S, a A CORPORATION OF DENMARK
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

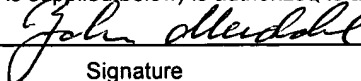
1. From: CHRISTOPHE P.G. GERALD To: SYNAPTIC PHARMACEUTICAL CORPORATION
The document was recorded in the United States Patent and Trademark Office at
Reel 9904, Frame 0163, or for which a copy thereof is attached.
2. From: SYNAPTIC PHARMACEUTICAL CORPORATION To: H. LUNDBECK, A/S
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

<u></u>	<u>9/17/2004</u>
Signature	Date
<u>JOHN MEIDAH</u>	<u>+4536433204</u>
Printed or Typed Name	Telephone Number
<u>DIVISIONAL DIRECTOR CORPORATE PATENTS & TRADEMARKS, H. LUNDBECK A/S</u>	
Title	

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



TECHNOLOGY PURCHASE AGREEMENT

This TECHNOLOGY PURCHASE AGREEMENT, dated and effective as of December 31, 2003, is by and between Synaptic Pharmaceutical Corporation, a Delaware corporation with offices located at 215 College Road, Paramus, New Jersey 07652 ("Seller"), and H. Lundbeck A/S, a Danish corporation with offices located at Ottiliavej 9, DK-2500 Copenhagen-Valby, Denmark ("Purchaser").

RECITALS

WHEREAS, Seller owns certain intellectual property assets identified on Exhibit A and Exhibit B hereto (collectively, the "Assets");

WHEREAS, Seller wishes to sell the Assets and Purchaser is willing to purchase the Assets on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth herein, the parties agree as follows:

1. Purchase and Sale of Assets.

1.1 Seller hereby sells to Purchaser all of its right, title and interest in and to the Assets for a purchase price of _____ (the "Purchase Price"). _____ of the Purchase Price shall be paid by Purchaser upon the execution of this Agreement by wire transfer to an account to be designated by Seller. The balance of _____ shall be paid pursuant to a promissory note executed by Purchaser in favor of Seller, the form of which is attached hereto as Exhibit C, which shall be executed and delivered simultaneous with the execution of this Agreement. The parties agree that promptly following the closing they shall jointly reassess the value of the Assets and if appropriate will agree in good faith to an adjustment of the Purchase Price. Any such adjustment will be reflected in a written amendment to this Agreement which shall be signed by both parties.

1.2 Promptly following the execution of this Agreement Seller will take any and all actions reasonably required to effect the transfer of the Assets to Purchaser.

2. Representations and Warranties of Seller. Seller represents and warrants that:

2.1 Seller has full right, title and interest in and to the Assets, free and clear of any and all liens, claims, charges or other encumbrances whatsoever. The Assets are freely transferable by Seller and the intellectual property rights of Seller included in the Assets will not be terminated or impaired by the consummation of the transactions contemplated by this Agreement.

REDACTED

2.2 Seller has full corporate power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly authorized and approved by all requisite corporate action on the part of Seller. This Agreement constitutes a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and other forms of equitable relief may be subject to equitable defenses and the discretion of the court before which any such proceeding may be brought.

2.3 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) violate or conflict with any provisions of the Certificate of Incorporation or By-Laws of Seller; (ii) breach, violate or constitute an event of default (or an event which with the lapse of time or the giving of notice or both would constitute an event of default) under, give rise to any right of termination, cancellation, modification or acceleration under, or require any consent or the giving of any notice under, any note, bond, indenture, mortgage, security agreement, lease, license, franchise, permit, agreement or other instrument or obligation to which Seller is a party, or by which it may be bound, or result in the creation of any lien, claim or encumbrance of any kind whatsoever upon the Assets; (iii) violate or conflict with any law, statute, ordinance, code, rule, regulation, judgment, order, writ, injunction or decree or other instrument of any Federal, state, local or foreign court or governmental or regulatory body, agency or authority applicable to Seller or by which any of its properties or assets may be bound; or (iv) require, on the part of Seller, any filing or registration with, or permit, license, exemption, consent, authorization or approval of, or the giving of any notice to, any governmental or regulatory body, agency or authority, other than filings required to consummate the transfer of the patents and patent applications included in the Assets.

2.4 The Assets have been developed by full-time, part-time employees and consultants of Seller who are subject to employment agreements and/or other agreements by which their right to the Assets (as well as other intellectual property) developed by them in the course of their employment or retention as a consultant is the property of Seller, and such employment and/or other agreements are fully enforceable against such employees and consultants.

2.5 Exhibit A and Exhibit B include a complete and correct list of all patents, patent applications and material unpatented inventions of Seller, excluding patents, patent applications and unpatented inventions subject to Agreements of Seller that are not freely assignable due to Seller's contractual commitments or which Seller has chosen to retain. To Seller's knowledge, the rights of Seller in or to the Assets do not conflict with or infringe on the rights of any third party. Seller has not received any claim or notice to such effect. Seller is not subject to any judgment, injunction, decree, order, legal right, grant, license or agreement that in any way restricts, encumbers, transfers or otherwise affects the Assets or any part of the Assets, except as set forth on Exhibit D attached hereto. Seller has taken all necessary actions to maintain its rights in the Assets and, to Seller's knowledge, Seller's rights in the Assets, are valid and subsisting. Seller has taken no action that will adversely affect its rights in and to the Assets.

2.6 No actions have been made or asserted or are pending or, to the knowledge of Seller, threatened either (i) based upon or challenging or seeking to deny or restrict the use by Seller of any of the Assets, (ii) alleging that the use of the Assets is in violation of any patents or trademarks, or other rights of any third party or (iii) challenging the validity or propriety of the transactions contemplated by this Agreement. To Seller's knowledge, no third party is using any patents, copyrights, trademarks, service marks, trade names, trade secrets or similar property that infringe upon the intellectual property rights included in the Assets.

2.7 Seller has not granted to any person or entity any license or other rights with respect to the use of any of the Assets, except pursuant to the Agreements set forth on Exhibit D, which Agreements are hereby assigned by Seller to Purchaser and assumed by Purchaser.

3. Representations and Warranties of Purchaser. Purchaser represents and warrants that:

3.1 Purchaser has full power and authority as a Danish company to execute and deliver this Agreement and to perform the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly authorized and approved by all requisite action on the part of Purchaser. This Agreement constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms, except that (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and other forms of equitable relief may be subject to equitable defenses and the discretion of the court before which any such proceeding may be brought.

3.2 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) violate or conflict with any provisions of the Articles of Association of Purchaser; (ii) violate or conflict with any law, statute, ordinance, code, rule, regulation, judgment, order, writ, injunction or decree or other instrument of any Federal, state, local or foreign court or governmental or regulatory body, agency or authority applicable to Purchaser or by which any of its properties or assets may be bound; or (iii) require, on the part of Purchaser, any filing or registration with, or permit, license, exemption, consent, authorization or approval of, or the giving of any notice to, any governmental or regulatory body, agency or authority.

3.3 There are no suits, actions, claims, proceedings or investigations pending, or, to the knowledge of Purchaser, threatened against Purchaser, challenging the validity or propriety of the transactions contemplated by this Agreement.

4. Confidentiality. Seller shall not disclose any confidential or proprietary information regarding the Assets ("Confidential Information") to any other person or entity without the prior written agreement of Purchaser. Notwithstanding the foregoing, no part of the Assets that falls into the following categories shall be considered to be Confidential Information

for the purposes of this Agreement: information that is in the public domain as of the date of this Agreement or which subsequently becomes part of the public domain through no fault of Seller. In addition, Seller shall not be deemed to have violated its obligations under this Section 4 if it is compelled by law to disclose any Confidential Information, so long as it provides prompt written notice of such compelled disclosure to Purchaser and permits Seller to intercede in the matter, at its own expense, for the purpose of obtaining a protective order or other relief to protect the confidentiality of the Assets. Seller understands that the Assets include unique and valuable trade secrets and acknowledges that the breach of the provisions of this Section 4 may result in irreparable harm to Purchaser for which monetary damages may be inadequate. Accordingly, Seller agrees that in the event of any breach or threatened breach by Seller or any of its employees or agents of Confidential Information of this Section 4, Purchaser may seek to obtain injunctive relief from any court of competent jurisdiction, in addition to any other remedies available to it, and Seller will not claim as a defense to such petition for injunctive relief that the non-disclosing party has an adequate remedy at law.

5. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written and oral, with respect to such subject matter.

6. Amendment. This Agreement may not be amended, modified or altered unless in a written agreement signed by the parties. Neither the course of conduct between the parties nor trade practices shall act to modify any provision of this Agreement.

7. Waiver. No waiver of any breach of this Agreement shall be effective unless in writing and signed by the party to be charged therewith. No waiver of any breach hereof shall constitute a waiver of any other or subsequent breach not expressly set forth in the written waiver.

9. Severance. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such unenforceable provision shall be deemed modified so as

REDACTED

to comply with law while maintaining, to the maximum extent possible, the original intent of the provision.

10. Notices. Any notice permitted or required to be given hereunder shall be in writing and delivered by registered mail, return receipt requested, or by recognized overnight express courier, addressed to the parties as shown in the first paragraph above to the attention of their respective chief executive officers. Either party may change the address to which notices are to be sent by notifying the other party following the procedure set forth in this Section 10.

11. Headings. All section headings in this Agreement have been included herein for reference purposes only and are not to be used in the interpretation of this Agreement.

12. Governing Law. This Agreement shall be governed in accordance with the laws of New York, U.S.A. without giving effect to the principles of conflicts of law. In the event of any dispute regarding this Agreement or the matters set forth herein, such dispute shall be submitted for resolution to the state and federal courts situated in New York, New York, and the parties hereby irrevocably consent to the jurisdiction of such courts.

- Signatures appear on the next page -

BEST AVAILABLE COPY

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

SYNASTIC PHARMACEUTICAL CORPORATION

By: 

Peter Høngard Andersen
President and Chief Executive Officer

By: 

Thomas A. Branchek
Executive Vice President

HL LUNDBECK A/S

By: 

Claus Børstруп
President and Chief Executive Officer

By: 

Hans Henrik Munch-Jensen
Executive Vice President and Chief Financial Officer

BEST AVAILABLE COPY

EXHIBIT A

Patent Applications

<u>Application No.</u>	<u>Country</u>
10/277,078	US
2,087,019	Canada
EP 91914388.3	EPO
10/238,129	US
EP 93922758.3	EPO
Not Yet Known	EPO
Not Yet Known	EPO
509237/94	Japan
10/188,619	US
2,159,217	Canada
EP 95909481.4	EPO
09/430,775	US
2,156,272	Canada
518082/95	Japan
09/962,646	US
09/194,895	US
10/705,290	US
713713	Australia
3009825.5	EPO
519094/96	Japan
Not Yet Known	Japan
EP 97928786.9	EPO
10/285,019	US
10/298,992	US
EP 97904008.6	EPO
2,216,227	Canada
527082/97	Japan
10/006,343	US
10/007,132	US
2,248,222	Canada
517738/98	Japan
97910850.3	EPO
09/211,755	US
09/818,879	US
09/793,139	US
EP 99943972.2	EPO
10/278,437	US
10/278,455	US
1075493	EPO
2,362,906	Canada
2000-601126	Japan
30035/00	Australia

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09/886,248	US
09/405,558	US
09/538,036	US
61649/99	Australia
2,311,462	Canada
2000-571955	Japan
EP 0103242.3	EPO
09/899,732	US
10/029,314	US
09/885,478	US
10/341,751	US
EP 0908748.7	EPO
2,358,687	Canada
2000-591172	Japan
33430/00	Australia
1952456	EPO
2,384,358	Canada
2002-507986	Japan
73207/1	Australia
PCT/US2004/000724	PCT
10/228,762	US
10/188,425	US
10/146,835	US
10/018,192	US
48174/00	Australia
2,372,923	Canada
930332.2	EPO
2000-615658	Japan
09/980,145	US
10/267,217	US
51687/00	Australia
2375047	Canada
EP 0936364.9	EPO
2001-500761	Japan
09/471,572	US
09/593,588	US
09/609,146	US
20953/01	Australia
2,394,564	Canada
EP 0984313.7	EPO
10/307,736	US
10/679,185	US
Not Yet Known	PCT
10/728,328	US
PCT/US2003/038529	PCT
10/733,945	US
PCT/US2003/039465	PCT
10/185,991	US

107,581	Israel
2,148,839	Canada
2,196,792	Canada
95928748.4	EPO
09/730,458	US
09/855,957	US
2,205,384	Canada
95940748.7	EPO
2,253,862	Canada
97924745.9	EPO
1997-541146	Japan
09/933,106	US
10/278,608	US
2,246,813	Canada
97908782.2	EPO
531156/97	Japan
10/228,779	US
10/114,597	US
2,294,549	Canada
98931350.7	EPO
504778/99	Japan
99966439.4	EPO
21973/100	Australia
2,355,201	Canada
2000-588152	Japan
09/764,710	US
Not Yet Known	US
99937273.3	EPO
52146/99	Australia
2,338,037	Canada
2000-560118	Japan
09/873,746	US
10/702,579	US
23868/00	Australia
99967609.1	EPO
2,355,848	Canada
2000-589140	Japan
31262/00	Australia
2,355,202	Canada
2000/588167	Japan
99965317.3	EPO
10/420,238	US
10/009,849	US
43667/00	Australia
2,371,274	Canada
2000/613833	Japan
923566.4	EPO
10/019,881	US

54927-AA-PCT

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43697/00	Australia	
2,380,866	Canada	
923603.5	EPO	
2001-507817	Japan	
10/253,288	US	
PCT/US02/30258	PCT	
Not Yet Known	US	62163-AA
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247149/02	Australia	
BAP 031472A	Bosnia	
PI 0206844-3	Brazil	
108114	Bulgaria	
Not Yet Known	Canada	
2807754.7	China	
3075015	Columbia	
P20030608	Croatia	
PV2003-2341	Czech Republic	
2714918.6	EPO	
200300850	Eurasia	
Not Yet Known	Hungary	
01194/DEL/2003	India	
6880	Iceland	
Not Yet Known	Indonesia	
157102	Israel	
2002-560588	Japan	
PA/a/2003/006812	Mexico	
5277163	New Zealand	
2003-3388	Norway	
1-2003-500659	Philippines	
Not Yet Known	Poland	
P-608-2003	Serbia/Montenegro	
2003-04392-4	Singapore	
PP0956-2003	Slovakia	
2003/5686	South Africa	
2003-7010147	South Korea	
2003 088106	Ukraine	
1-2003-00743	Vietnam	
10/253,946	US	
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09/899,653	US	
73192/01	Australia	
2,384,041	Canada	
1952440.4	EPO	
2002-512149	Japan	
3106126.1	Hong Kong	
10/188,434	US	
10/719,358	US	
10/481,558	US	

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10/345,063	US
2746843.8	EPO
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Not Yet Known	Bosnia
P1 0210869-O	Brazil
Not Yet Known	Bulgaria
Not Yet Known	Canada
Not Yet Known	China
Not Yet Known	Columbia
Not Yet Known	Croatia
Not Yet Known	Czech Republic
Not Yet Known	Eurasia
Not Yet Known	Hungary
Not Yet Known	Iceland
Not Yet Known	India
Not Yet Known	Indonesia
Not Yet Known	Israel
Not Yet Known	Japan
Not Yet Known	Mexico
Not Yet Known	New Zealand
Not Yet Known	Norway
Not Yet Known	Philippines
Not Yet Known	Poland
Not Yet Known	Serbia/Montenegro
Not Yet Known	Singapore
Not Yet Known	Slovakia
Not Yet Known	South Africa
Not Yet Known	South Korea
Not Yet Known	Ukraine
Not Yet Known	Vietnam
10/253,237	US
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P030102407	Argentina
1349-03	Chile
PCT/US03/21391	PCT
P030102406	Argentina
1350-03	Chile
10/637,971	US
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92121747	Taiwan
30102832	Argentina
84315	Thailand
1325-2003	Venezuela
1581-2003	Chile
765/2003	Egypt
2831	GCC
PI 20032959	Malaysia

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30102831	Argentina
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92121745	Taiwan
84316	Thailand
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764-2003	Egypt
2832	GCC
Not Yet Known	Pakistan
10/637,299	US
PCT/US03/24869	PCT
10/638,242	US
PCT/US03/25133	PCT
10/637,214	US
PCT/US03/25012	PCT

REDACTED

EXHIBIT B

US Patents Issued

5,053,337	US
5,403,847	US
5,453,509	US
5,508,306	US
5,516,653	US
5,545,549	US
5,556,753	US
5,578,611	US
5,595,880	US
5,602,024	US
5,610,174	US
5,677,321	US
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5,861,309	US
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6,172,066	US
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6,211,241
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6,586,191
6,602,888
6,608,086
6,620,815
6,645,774

REDACTED

NON-US PATENTS ISSUED

REDACTED

EXHIBIT C

Form of Promissory Note

REDACTED

REDACTED

EXHIBIT D

Licenses and Other Rights

REDACTED

REDACTED